

APPENDIX 3

This Appendix identifies the Counterparty Claims that are the subject of Defendants' motion to dismiss or as to which Defendants oppose leave to amend and the Defendants¹ that challenge jurisdiction as to each of those claims, in whole or in part.²

Action	Counterparty Claims	Defendants Challenging Jurisdiction
<i>Federal Deposit Insurance Corporation as Receiver for Amcore Bank, N.A., et al. v. Bank of America Corporation, et al.</i> ³ No. 14-cv-01757, Dkt. No. 253 Ex. A Proposed Second Amended Complaint	Count I: Breach of Contract with Amcore	
	Count II: Breach of Contracts with AmTrust	The Royal Bank of Scotland plc
	Count III: Breach of Contracts with Corus	
	Count IV: Breach of Contract with IndyMac	Barclays Bank plc Credit Suisse International Deutsche Bank AG J.P. Morgan Dublin plc J.P. Morgan Markets Limited Royal Bank of Canada The Royal Bank of Scotland plc UBS AG
	Count V: Breach of Contract with Integra	
	Count VI: Breach of Contract with Silverton	

¹ As to certain claims, it is unclear whether Plaintiffs are asserting that claim against a particular Defendant. Out of an abundance of caution, certain Defendants have joined this Appendix. By joining this Appendix, Defendants do not concede that a particular claim is being asserted against them and those Defendants who have not joined reserve the right to supplement this Appendix.

² To the extent helpful to the Court, Defendants are prepared to provide additional specificity regarding the claims they challenge in part.

³ Certain Defendants not amenable to general jurisdiction in New York, which are named in FDIC's Counterparty Claims (in both FDIC's original action No. 14-cv-01757, Dkt. No. 253 Ex. A, and in the Doral action 18-cv-01540, Dkt. No. 1), challenge personal jurisdiction on the grounds that FDIC has failed to adequately allege any swap-specific information. Defs.' PJ Br. at 29 n.57. Similarly, certain Defendants not amenable to general jurisdiction in New York, which are named in FDIC's Counterparty Claims, where FDIC alleges multiple ISDA Master Agreements challenge personal jurisdiction on the additional grounds that FDIC's engages in impermissible group pleading with respect to its generalized allegation that it transacted with Defendants during the relevant time period. *Id.*

Action	Counterparty Claims	Defendants Challenging Jurisdiction
	Count VII: Breach of Contract with Superior	Credit Suisse International
	Count VIII: Breach of Contracts with UCB	Merrill Lynch International Bank Ltd. Barclays Bank plc The Hongkong and Shanghai Banking Corporation Ltd. UBS AG
	Count IX: Breach of Contracts with WaMu	Merrill Lynch International Bank Ltd. Barclays Bank plc Credit Suisse International Royal Bank of Canada UBS AG Portigon AG (f/k/a WestLB AG)
	Count X: Breach of Contracts with Westernbank	Credit Suisse International
	Count XI: Breach of the Implied Covenant of Good Faith and Fair Dealing	Barclays Bank plc Credit Suisse International Deutsche Bank AG The Hongkong and Shanghai Bank Corporation Ltd. J.P. Morgan Dublin plc J.P. Morgan Markets Limited Merrill Lynch International Bank Ltd. Royal Bank of Canada The Royal Bank of Scotland plc UBS AG Portigon AG (f/k/a WestLB AG)
	Count XII: Unjust Enrichment/Restitution	Barclays Bank plc Credit Suisse International Deutsche Bank AG The Hongkong and Shanghai Bank Corporation Ltd. J.P. Morgan Dublin plc J.P. Morgan Markets Limited Merrill Lynch International Bank Ltd. ⁴

⁴ In *LIBOR IV*, this Court dismissed counterparty swap claims against foreign defendants brought in jurisdictions other than “where a plaintiff was located when it entered into the swap agreement” (except in certain circumstances not relevant here). *LIBOR IV*, 2015 WL 6243526, at *37. Because Washington Mutual Bank was located in Neva-

Action	Counterparty Claims	Defendants Challenging Jurisdiction
		Portigon AG (f/k/a WestLB AG) Royal Bank of Canada The Royal Bank of Scotland plc UBS AG
	Count XIII: Fraud Based on Alleged Misrepresentations or Omissions By Contracting Defendants	Barclays Bank plc Credit Suisse International Deutsche Bank AG The Hongkong and Shanghai Banking Corporation Ltd. J.P. Morgan Dublin plc J.P. Morgan Markets Limited Merrill Lynch International Bank Ltd. Portigon AG (f/k/a WestLB AG) Royal Bank of Canada The Royal Bank of Scotland plc UBS AG
	Count XVI: Negligent Misrepresentation Based on Alleged Misrepresentations or Omissions By Contracting Defendants	Barclays Bank plc Credit Suisse International Deutsche Bank AG The Hongkong and Shanghai Banking Corporation Ltd. J.P. Morgan Dublin plc J.P. Morgan Markets Limited Merrill Lynch International Bank Ltd. Portigon AG (f/k/a WestLB AG) Royal Bank of Canada The Royal Bank of Scotland plc UBS AG
<i>Federal Deposit Insurance Corporation as Receiver for Doral Bank v. Bank of Ameri-</i>	Count I: Breach of the Implied Covenant of Good Faith and Fair Dealing	Credit Suisse International

da, not New York, FDIC PSAC ¶ 15(11), and Merrill Lynch International Bank Ltd. is based in Ireland, *id.* ¶ 18, the FDIC's counterparty swap claims brought in New York against Merrill Lynch International Bank Ltd. were dismissed for lack of personal jurisdiction. *See LIBOR IV*, 2015 WL 6243526, at *37; *see also id.* at *31 n.51 (similar analysis for claims by the NCUA). The parties' chart submitted after *LIBOR IV*, ECF No. 1303, mistakenly stated that this Court had sustained the FDIC's unjust enrichment claims on behalf of Washington Mutual Bank against Merrill Lynch International Bank Ltd.

Moreover, the FDIC's claims on behalf of Washington Mutual Bank against Merrill Lynch International Bank Ltd. are based on a transaction between Washington Mutual Inc. and Merrill Lynch International, which is a separate legal entity. FDIC PSAC Ex. 65. Because Merrill Lynch International Bank Ltd. was not involved in the alleged transaction (and it does not appear Washington Mutual Bank was either), claims on behalf of Washington Mutual Bank fail against Merrill Lynch International Bank Ltd. both for lack of personal jurisdiction and on the merits.

Action	Counterparty Claims	Defendants Challenging Jurisdiction
<i>ca, N.A., et al.</i> 18-cv-01540, Dkt. No. 1 Complaint	Count II: Unjust Enrichment/Restitution	Credit Suisse International
	Count III: Fraud Based on Alleged Misrepresentations or Omissions By Contracting Defendants	Credit Suisse International
	Count VI: Negligent Misrepresentation Based on Alleged Misrepresentations or Omissions By Contracting Defendants	Credit Suisse International
<i>Principal Financial Group, Inc. v. Bank of America Corporation, et al.</i> 13-cv-6014, Dkt. No. 255 Ex. A Proposed Second Amended Complaint	Count III: Breach of Contract and Covenant of Good Faith and Fair Dealing for Interest Rate Swaps	Bank of America Corporation Barclays Capital Inc. Citigroup Inc. Citigroup Global Markets Inc. Credit Suisse AG Credit Suisse Group AG Credit Suisse Securities (USA) LLC Credit Suisse International Deutsche Bank AG Deutsche Bank Securities Inc. JPMorgan Chase & Co. The Royal Bank of Scotland Group plc UBS AG UBS Securities LLC
	Count IV: Breach of Contract and Covenant of Good Faith and Fair Dealing for Variable-Rate Bonds and Asset-Backed Securities	Bank of America Corporation Bank of America, N.A. Merrill Lynch Capital Services, Inc. Barclay Bank PLC Barclays Capital Inc. Citigroup Inc. Citibank, N.A. Citigroup Global Markets Inc. Credit Suisse AG Credit Suisse Group AG Credit Suisse Securities (USA) LLC Credit Suisse International Deutsche Bank AG Deutsche Bank Securities Inc. Chase Bank USA, N.A.

Action	Counterparty Claims	Defendants Challenging Jurisdiction
		JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. J.P. Morgan Dublin plc The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG UBS Securities LLC
	Count V: Fraud Based on Alleged Misrepresentations or Omissions By Contracting Defendants	Bank of America Corporation Bank of America, N.A. Merrill Lynch Capital Services, Inc. Barclay Bank PLC Barclays Capital Inc. Citigroup Inc. Citigroup Global Markets Inc. Credit Suisse AG Credit Suisse Group AG Credit Suisse Securities (USA) LLC Credit Suisse International Deutsche Bank AG Deutsche Bank Securities Inc. Chase Bank USA, N.A. JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. J.P. Morgan Dublin plc Royal Bank of Canada The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG UBS Securities LLC
	Count VII: Negligent Misrepresentation	Bank of America Corporation Bank of America, N.A. Merrill Lynch Capital Services, Inc. Barclay Bank PLC Barclays Capital Inc. Citigroup Inc. Citigroup Global Markets Inc. Credit Suisse AG Credit Suisse Group AG Credit Suisse Securities (USA)

Action	Counterparty Claims	Defendants Challenging Jurisdiction
		LLC Credit Suisse International Deutsche Bank AG Deutsche Bank Securities Inc. Chase Bank USA, N.A. JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. J.P. Morgan Dublin plc Royal Bank of Canada The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG UBS Securities LLC
	Count VIII: Unjust Enrichment	Bank of America Corporation Bank of America, N.A. Merrill Lynch Capital Services, Inc. Barclay Bank PLC Barclays Capital Inc. Citigroup Inc. Citibank, N.A. Citigroup Global Markets Inc. Credit Suisse AG Credit Suisse Group AG Credit Suisse Securities (USA) LLC Credit Suisse International Deutsche Bank AG Deutsche Bank Securities Inc. Chase Bank USA, N.A. JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. J.P. Morgan Dublin plc Royal Bank of Canada The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG UBS Securities LLC

Action	Counterparty Claims	Defendants Challenging Jurisdiction
<i>Principal Funds, Inc. v. Bank of America Corporation, et al.</i> 13-cv-6013, Dkt. No. 247 Ex. A Proposed Second Amended Complaint	Count III: Breach of Contract and Covenant of Good Faith and Fair Dealing for Interest Rate Swaps	Bank of America Corporation Barclays Capital Inc. Citigroup Inc. Citigroup Global Markets Inc. Credit Suisse AG Credit Suisse Group AG Credit Suisse Securities (USA) LLC Deutsche Bank AG Deutsche Bank Securities Inc. JPMorgan Chase & Co. Royal Bank of Canada ⁵ The Royal Bank of Scotland Group plc UBS AG UBS Securities LLC
	Count IV: Breach of Contract and Covenant of Good Faith and Fair Dealing for Variable-Rate Bonds and Asset-Backed Securities	Bank of America Corporation Bank of America, N.A. Barclay Bank PLC Barclays Capital Inc. Citigroup Inc. Citibank, N.A. Citigroup Global Markets Inc. Credit Suisse AG Credit Suisse Group AG Credit Suisse Securities (USA) LLC Deutsche Bank AG Deutsche Bank Securities Inc. JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG UBS Securities LLC
	Count V: Fraud Based on Alleged Misrepresentations	Bank of America Corporation Bank of America, N.A.

⁵ Although Principal Funds' proposed second amended complaint purports to assert Counterparty Claims against RBC and lists RBC among the "Counterparty Defendants," *see* Principal Financial PSAC ¶¶ 337 and 369, it fails to allege any swap transaction between RBC and any of the Principal Fund Plaintiffs, *see id.* ¶ 13 (listing ISDA agreements with other defendants but not with RBC); *id.* ¶ 222 (same). Because Principal Funds Plaintiffs have not alleged a swap with RBC, they have no Counterparty Claims upon which to base personal jurisdiction.

Action	Counterparty Claims	Defendants Challenging Jurisdiction
	or Omissions By Contracting Defendants	Barclay Bank PLC Barclays Capital Inc. Citigroup Inc. Citibank, N.A. Citigroup Global Markets Inc. Credit Suisse AG Credit Suisse Group AG Credit Suisse Securities (USA) LLC Deutsche Bank AG Deutsche Bank Securities Inc. JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. Royal Bank of Canada The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG UBS Securities LLC
	Count VII: Negligent Misrepresentation	Bank of America Corporation Bank of America, N.A. Barclay Bank PLC Barclays Capital Inc. Citigroup Inc. Citibank, N.A. Citigroup Global Markets Inc. Credit Suisse AG Credit Suisse Group AG Credit Suisse Securities (USA) LLC Deutsche Bank AG Deutsche Bank Securities Inc. JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. Royal Bank of Canada The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG UBS Securities LLC
	Count VIII: Unjust Enrichment	Bank of America Corporation Bank of America, N.A. Barclay Bank PLC Barclays Capital Inc.

Action	Counterparty Claims	Defendants Challenging Jurisdiction
		Citigroup Inc. Citibank, N.A. Citigroup Global Markets Inc. Credit Suisse AG Credit Suisse Group AG Credit Suisse Securities (USA) LLC Deutsche Bank AG Deutsche Bank Securities Inc. JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. Royal Bank of Canada The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG UBS Securities LLC
<i>Federal Home Loan Mortgage Corporation v. Bank of America Corp., et al.</i> 13-cv-03952, Dkt. No. 295 Ex. A Proposed Third Amended Complaint	Count II: Breach of Contract	Bank of America Corporation
	Count III: Breach of Contract	
	Count IV: Breach of Contract	
	Count V: Breach of Contract	Credit Suisse AG Credit Suisse International
	Count VI: Breach of Contract	
	Count VII: Breach of Contract	HSBC Bank plc ⁶
	Count VIII: Breach of Contract	The Royal Bank of Scotland Group plc
	Count IX: Breach of Contract	
	Count X: Fraud Based on Alleged Misrepresentations	Bank of America Corporation Bank of America, N.A.

⁶ Freddie Mac's breach of contract claim is based on an alleged breach of an ISDA Master Agreement with defendant HSBC Bank USA, N.A. Freddie PTAC ¶ 520 & Exhibit 36. Freddie Mac nevertheless alleges in Count VIII that "HSBC" – a defined term referencing defendant HSBC Bank plc, *see id.* ¶ 114 – breached the ISDA Master Agreement. *Id.* ¶¶ 524-25.

Action	Counterparty Claims	Defendants Challenging Jurisdiction
	or Omissions By Contracting Defendants ⁷	Barclay Bank PLC Barclays Capital Inc. Citigroup Inc. Citibank, N.A. Credit Suisse AG Credit Suisse International Deutsche Bank AG HSBC Bank plc The Norinchukin Bank Royal Bank of Canada The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc The Bank of Tokyo-Mitsubishi UFJ, Ltd. UBS AG
<i>The Charles Schwab Corporation et al. v. Bank of America Corporation et al.</i> 11-md-2262, Dkt. No. 2578 (Individual Case No. 13-cv-7005) Second Amended Complaint	Count I: Violation of Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and SEC Rule 10b-5 Promulgated Thereunder, 17 C.F.R. § 240.10b-5 Based on Alleged Omissions by Floating Rate Seller Defendants or Floating Rate Issuer Defendants	Bank of America Corporation Bank of America, N.A. Barclay Bank PLC Citigroup Inc. Citibank, N.A. Coöperatieve Rabobank U.A. Credit Suisse AG Credit Suisse Group AG Deutsche Bank AG JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. Royal Bank of Canada The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG
	Count III: Fraud, Deceit, and Concealment Based on Alleged Omissions by Floating Rate Seller Defendants or Floating Rate Issuer Defendants	Bank of America Corporation Bank of America, N.A. Barclay Bank PLC Citigroup Inc. Citibank, N.A. Coöperatieve Rabobank U.A. Credit Suisse AG

⁷ Freddie Mac asserts its claim for fraud by misrepresentations or omissions against the “Contracting Bank Defendants” (also referred to as the “Contract Defendants”). This term is not specifically defined. To the extent Freddie Mac purports to include any Defendants other than those named in Counts II through IX of the Proposed Third Amended Complaint, such Defendants reserve their personal jurisdiction defenses.

Action	Counterparty Claims	Defendants Challenging Jurisdiction
		Credit Suisse Group AG Deutsche Bank AG JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. Royal Bank of Canada The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG
	Count V: Breach of the Implied Covenant of Good Faith and Fair Dealing	Bank of America Corporation Bank of America, N.A. Barclay Bank PLC Citigroup Inc. Coöperatieve Rabobank U.A. Credit Suisse AG Deutsche Bank AG JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. Royal Bank of Canada The Royal Bank of Scotland Group plc The Royal Bank of Scotland plc UBS AG
	Count VII: Unjust Enrichment	Bank of America Corporation Bank of America, N.A. Barclay Bank PLC Citigroup Inc. Citibank, N.A. Coöperatieve Rabobank U.A. Credit Suisse AG Deutsche Bank AG HSBC Bank plc JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. Bank of Scotland plc ⁸ Lloyds Bank plc The Norinchukin Bank The Royal Bank of Scotland Group plc

⁸ The Schwab Plaintiffs assert unjust enrichment claims against Bank of Scotland (“BoS”) and Lloyds Bank as “Panel Bank Fixed-Rate Issuer Defendants” (SAC ¶¶ 176, 515), but do not allege that it provides a basis for exercising jurisdiction over BoS and Lloyds Bank (*see id.* ¶¶ 241-52). BoS and Lloyds Bank join this Appendix with respect to the unjust enrichment claims alleged by the Schwab Plaintiffs out of an abundance of caution.

Action	Counterparty Claims	Defendants Challenging Jurisdiction
		The Royal Bank of Scotland plc Royal Bank of Canada The Bank of Tokyo-Mitsubishi UFJ, Ltd. ⁹ UBS AG
<i>National Credit Union Administration Board v. Credit Suisse Group AG, et al.</i> 13-cv-7394, Dkt. No. 245 Second Amended Complaint	Count III: Breach of Contract and Implied Covenant of Good Faith and Fair Dealing with Members United	Bank of America Corporation Bank of America, N.A. JPMorgan Chase & Co. JPMorgan Chase Bank, N.A.
	Count IV: Breach of Contract with Southwest	Citigroup Inc. Citibank, N.A. Citigroup Financial Products Inc. Citi Swapco Inc.
	Count V: Breach of Contract with WesCorp	Bank of America Corporation Bank of America, N.A. Barclays Bank PLC Barclays Capital Inc. Citigroup Inc. Citibank, N.A. Citigroup Financial Products Inc. Citi Swapco Inc. Deutsche Bank AG HSBC Bank USA, N.A. HSBC Holdings plc ¹⁰ JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. The Royal Bank of Scotland Group plc UBS AG

⁹ The Schwab Plaintiffs assert an unjust enrichment claim against BTMU as a “Panel Bank Fixed-Rate Issuer Defendant” (SAC ¶¶ 176, 515), but do not allege that it provides a basis for exercising jurisdiction over BTMU (*see id.* ¶¶ 241-52). BTMU joins this Appendix with respect to the unjust enrichment claim alleged by the Schwab Plaintiffs out of an abundance of caution.

¹⁰ NCUA alleges that WesCorp entered into pay-fixed swaps under an ISDA Master Agreement with unspecified “Defendant HSBC.” NCUA PSAC ¶ 283. However, the ISDA Master Agreement attached as Exhibit 7 to the PSAC plainly states that WesCorp’s counterparty was defendant HSBC Bank USA, N.A. NCUA accordingly fails to allege a contractual relationship with HSBC Holdings plc. Similarly, NCUA alleges that WesCorp and U.S. Central entered into swaps under ISDA Master Agreements with “Defendant RBS”. *Id.* ¶ 285, 303. However, the ISDA Master Agreements attached as Exhibits 9 and 17 to the PSAC are not with defendant The Royal Bank of Scotland Group plc, with which NCUA accordingly has failed to allege a contractual relationship.

Action	Counterparty Claims	Defendants Challenging Jurisdiction
	Count VI: Breach of Contract with U.S. Central	Bank of America Corporation Barclays Capital Inc. JPMorgan Chase & Co. The Royal Bank of Scotland Group plc UBS AG
	Count IX: Unjust Enrichment ¹¹	Bank of America Corporation Bank of America, N.A. Barclays Bank PLC Barclays Capital Inc. Citigroup Inc. Citibank, N.A. Citigroup Financial Products Inc. Citi Swapco Inc. Coöperatieve Rabobank U.A. Credit Suisse Group AG Deutsche Bank AG HSBC Bank USA, N.A. HSBC Holdings plc JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. HBOS plc Lloyds Banking Group plc The Royal Bank of Scotland Group plc UBS AG

¹¹ In the heading of its Ninth Cause of Action, NCUA states that it asserts unjust enrichment claims against “ALL DEFENDANTS” but subsequently clarifies that the claims are asserted against those Defendants with whom it alleges a contractual relationship (Bank of America, Barclays, Citigroup, Deutsche Bank, HSBC, JPMorgan, Rabobank, RBS, and UBS). NCUA PSAC ¶¶ 324-25. To the extent the claim is asserted against any other Defendant, NCUA has failed to allege a contractual relationship with that Defendant and each of these Defendants challenge the claim on jurisdictional grounds.